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IN THE

Supreme Court of the United States

OCTOBER TERM, 1988

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRONWORKERS, AFL-CIO,
Petitioner,

v.

BLOUNT INTERNATIONAL, LTD.,
Respondent.

On Petition for a Writ of Certiorari to the District Court of Appeal, Second District State of Florida

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PETITIONER'S REPLY BRIEF

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The Brief of Respondent in Opposition is a compelling demonstration of why the petition in this case should be granted.

1. Blount argues that "[u]nder well-established Florida law, upon evidence of pervasive constitutional control, an international union may have an agency relationship with an affiliated local sufficient to impute liability to the international for the tortious conduct of its local and affiliated officers and members." (Brief, p. 8-9.) This is precisely why the petition should be granted. For, as we demonstrated in our petition, this is contrary to Federal law which does not impose liability upon an international for the conduct of a local union merely because of affilia-

tion. Blount does not distinguish the federal cases but argues that they are "irrelevant" (See Brief at p. 18 and cases cited at n.5 of Respondent's Brief), an apparent concession that Federal law is contrary to that of Florida.

2. Blount compounds the problem in its response to our contention that the Ironworker International Constitution is an agreement within the meaning of 29 U.S.C. § 185. Blount points out that "the resolution of the state law claim does not require construing a collective bargaining agreement . . ." (Brief, p. 12.) That is, of course, true. What this state law claim does require is the interpretation of the International Constitution. Blount's failure to mention *United Association of Journeymen and Apprentices v. Local 334, United Association*, 452 U.S. 615 (1981) in which this Court held that union constitutions are contracts within the meaning of § 185 reveals how Blount fails to meet the necessity of uniform interpretation of union constitutions.

Blount's analysis leads to an absurd result. An International will have to tailor its constitution to respect different rules in the various states. Although the International may avoid liability in some states, it will have to have separate provisions to protect it from liability in Florida. Conversely, an international may be able to exercise control over local unions in some states but not others under this doctrine. Finally, the degree of control which an international can exercise will vary between State and Federal courts. This is surely contrary to the entire theory of Federal labor law jurisprudence which creates a uniform body of law to interpret collective bargaining agreements and international constitutions all of which are agreements under § 185.

3. Blount argues that Federal interests need not be accommodated in this kind of actions. (Brief, p. 18-20.) As we have pointed out, the Federal interest which needs to be accommodated is the uniform treatment of inter-

national constitutions. This is precisely the preemption teaching of such cases as *Old Dominion Branch No. 496, Letter Carriers* v. *Austin*, 418 U.S. 264 (1974) and *Farmer v. United Brotherhood of Carpenters and Joiners*, 430 U.S. 290 (1977) in which this Court held that a State law claim may proceed as long as the Federal rules with respect to labor issues are accommodated.

4. Blount eroneously argues that this is a factual case citing eight facts. Actually, these "facts" demonstrate how Florida has imposed its own view of the International constitution contrary to that of Federal law. Facts 1 through 4 and 8 as described by Blount deal solely with the structure of the relationship between the International and the Local Union. This relationship is extensively governed by Federal law. For example, an international cannot punish a local union although it can impose a trusteeship under the provisions of 29 U.S.C. §§ 462-464. Nor can an international punish local union officers without respecting the Landrum-Griffin requirements contained in 29 U.S.C. § 411.

Fact 6 claims that Local Union members discussed the affairs of the International union, a form of speech which was protected by Landrum-Griffin. 29 U.S.C. § 411 (a)(1). Finally, the fact that members of a Local Union participate in some of the same activities as the International says nothing about the International's involvement in this particular mass demonstration. Finally, in Fact 5 Blount refers to Billy Ray Conner as "the general organizer for Defendant International, as well as Local 397's former business manager . . ." but Conner did not become an International representative until several years after this incident and at the time that it occurred was an official of Local 397.

As we have illustrated these "facts" go to the ultimate question of whether one state can impose liability upon the International Union for the conduct of a Local Union because the State reads the constitution contrary to the

manner in which Federal law interprets that document. Moreover, these facts demonstrate the dramatic lack of any evidence showing the International's involvement in the mass demonstration which forms the basis of the State law claim.[1]

5. In this case where the Local Union has conceded that it was responsible for the mass demonstration, the International should not be held liable under any principle where it had no actual participation in that mass demonstration.[2] We think Blount's brief demonstrates in a convincing manner that this Court needs to grant the petition to make it clear that State law cannot overrule a consistent body of Federal law interpreting the constitution of various International unions in a uniform manner throughout the various states.

Respectfully submitted,

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[1] The Local Union has assumed full responsibility for the mass demonstration as Blount points out. See App. 1-7 to Blount's brief.

[2] Blount incorporates in its petition the "Order of Injunction" (App. pp. 8-11). The International union was not even named as a party to the lawsuit at that time and was not named as a defendant in that injunction. Indeed, the International did not become a party until an amended complaint was filed in November of 1980.